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Pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

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Dated: April 7, 2003

By: [Signature]  
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Title: Director of Intellectual Property,  
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T-449 P.06/07 F-664

NO. 2022 1.2

PATENT

ATTY DOCKET NO. A-61072  
SUN MICROSYSTEMS REF. P796

Flehr Hohbach Test  
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Suite 3400  
San Francisco, CA 94111-4187

### ASSIGNMENT

Whereas,

7, 9, 2022 Robert R. Gianni residing at <sup>107 WORCESTER LANE, LOS GATOS,</sup>  
~~3491 Speno Drive, San Jose,~~  
~~CA 95117~~ (hereinafter referred to individually and collectively  
as "Inventor") invented certain new and useful improvements in:

### METHOD AND APPARATUS FOR POWERING-ON A COMPUTER-BASED SYSTEM VIA A NETWORK INTERFACE

and executed therefore an application for Letters Patent of the  
United States and

[X] having an oath or declaration executed on even date herewith  
bearing Serial No. 08/449,085 and filed on July 6, 1995

[ ] issued as a Patent No. \_\_\_\_\_ on \_\_\_\_\_

Whereas, SUN MICROSYSTEMS, INC. (hereinafter "Assignee"),  
a corporation of DELAWARE, having a principal place of business  
at 2550 Garcia Avenue, Mountain View, CA 94043-1100, is desirous  
of acquiring the entire right, title, and interest in and to said  
invention, said application, and the letters patent to be  
obtained therefor:

Now, therefore, for and in consideration of One Dollar and  
other good and valuable considerations, to Inventor in hand paid,  
the receipt and sufficiency whereof are hereby acknowledged,  
Inventor has sold, assigned, and set over and by these presents  
does hereby sell, assign, and set over unto Assignee and  
Assignee's legal representatives, successors and assigns, the  
entire right, title, and interest in and to said invention, said  
application, and the letters patent, both foreign and domestic,  
that may or shall issue thereon; and Inventor does hereby  
authorize and request the Commissioner of Patents and Trademarks  
to issue said Letters Patent to the above-mentioned Assignee  
agreeably with the terms of this assignment.

Inventor hereby authorizes the above-mentioned Assignee or  
its legal representative to insert in this instrument the filing  
date and serial number of said application or any other  
information that may be necessary or desirable in order to comply  
with the rules of the United States Patent and Trademark Office  
for recordation of this document.

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NO 2625 P 6

Upon said consideration, Inventor conveys to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and Inventor does hereby covenant and agree with Assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: 7/13/95By: Robert R. Gianni  
Robert R. Gianni  
Inventor

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